

TOWN OF FORT FRANCES

AGENDA - November 14, 2017

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 074) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations:

2.1 Public Hearing - 357/358 Application for Tax Adjustment (602 Fourth Street West 2017) 4 - 8

- approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to approve the adjustment of 2017 taxes under Section 357/358 of the Municipal Act for property located at 602 Fourth Street West resulting from the demolition of a garage.

2.2 Rick Wiedenhoeft, Committee Member, OFSAA Curling Committee 9 - 11

2.3 Canada 150 Volunteer Pins (7:00 p.m.)

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated October 23, 2017 from M. Caron, President, Fort Frances Chamber of Commerce re: Tourism Advertising Grant 12

- will be referred to the Administration & Finance Executive Committee for recommendation.

3.3 Letter dated October 26, 2017 from D. Maxey and Choraliers re: Sponsorship Opportunity 13 - 14

- will be referred to the Administration & Finance Executive Committee for recommendation with input from the Community Services Executive Committee.

3.4 Letter dated November 2, 2017 from A. Pinelli, Outreach and Education Team Member re: Proclamation Request 15 - 16

	- will be advised of Council's proclamation.	Page
3.5	Letter dated November 8, 2017 from J. Loerzel, Community Family Violence Counsellor, Riverside Health Care Facilities re: Proclamation Request and Flag Raising - will be advised of Council's proclamation and flag raising will be coordinated with Mayor Avis' office.	17
3.6	Letter dated October 27, 2017 from R. Brown, Resident on Oakwood Road re: Driveway Concerns - will be referred to the Operations & Facilities Executive Committee for recommendation.	18
3.7	Letter received November 8, 2017 from Scott & Tara Hamilton re: development of land at 1341 Woodward Street - will be referred to the Planning & Development Executive Committee for recommendation.	19 - 21
4.	<u>Approval of Council Minutes: *</u>	
4.1	Session No. 073 dated October 23, 2017	
5.	<u>Approval of Committee of the Whole Minutes: *</u>	
5.1	Session No. 104 dated October 23, 2017	
6.	<u>Resolutions from tonight's Committee meeting</u>	
7.	<u>By-Laws:</u>	
7.1	Being a by-law to authorize execution of a site plan control agreement as a condition of development with Rainy River District Social Services Administration Board.	22 - 39
8.	<u>Information Correspondence:</u>	
8.1	AMO Communications - Watchfile October 26, 2017 - Breaking News - Call to Action - Talk to Your MPPs about Estimated Fiscal Impacts of Bill 148 - Policy Update - Introduction of Ontario's Cannabis Act - Policy Update - New Policing Legislation Introduced at Queen's Park - Policy Update - Government Consultation on Income Security Reform - Policy Update - Province Releases New Action Plan for Seniors	40 - 55

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8.2 Township of Alberton - Resolution requesting improvement to Needle Exchange Program	56 - 58
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8.5 Email from Glenn Thibeault, Minister of Energy: 2017 Long Term Energy Plan, Delivery Fairness and Choice	61 - 66
8.6 Letter from Charles Sousa, Minister of Finance: Retail Cannabis Implementation	67 - 70
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8.8 Fort Frances Museum & Cultural Centre - October 2017 newsletter	72 - 76
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9.2 Community Services Executive Committee - October 16, 2017	79 - 80
9.3 Operations & Facilities Executive Committee - October 18, 2017	81 - 82
9.4 Downtown BIA - Board of Management Meeting on September 13, 2017	83 - 85
10. <u>Non-agenda Items</u>	
11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	
13. <u>** Items can be viewed by contacting the Clerk</u>	



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2017/109**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: November 8, 2017
SUBJECT: 357/358 Applications for Tax Adjustment
Re: 602 Fourth Street W. (2017) Roll# 5912-010-004-10800-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2017 taxes for 602 Fourth Street W. resulting from a garage demolition.

The Municipality may object to the applications for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentations to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2017 was mailed to the applicant indicating notification that the public hearing is scheduled for Tuesday, November 14, 2017.

Recommendation

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2017 taxes under Section 357/358 of the *Municipal Act* for property located at 602 Fourth Street W. resulting from the demolition of a garage.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2017 taxes under Section 357/358 of the *Municipal Act* for property located at 602 Fourth Street W. resulting from the demolition of a garage.

Administration & Finance Division
Planning & Development Division
Phone: 807-274-5323
Fax: 807-274-8479

Mailing Address for All Divisions:
Civic Centre
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Operations & Facilities Division
Phone: 807-274-9893
Fax: 807-274-7360

Community Services Division
Phone 807-274-4561
Fax: 807-274-3799

email: town@fortfrances.com
www.fort-frances.com

October 27, 2017

Allan B. Carter
Norma L. Carter
602 Fourth Street W.
Fort Frances, Ontario
P9A 3C3

Dear Mr. & Mrs. Carter:

Re: Hearing to Consider Section 357/358 Applications

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Tuesday, November 14, 2017 in the Council Chambers located at the Civic Centre, 320 Portage Avenue, Fort Frances. The Committee of the Whole begins at 5:30 p.m.

The Council of the Town of Fort Frances will be conducting the hearing to consider Section 357/358 Applications, including the application with regard to property located at 602 Fourth Street W. in Fort Frances.

The hearing will give you the opportunity to speak to the application (copy of applications enclosed) if you should so desire.

Sincerely,

Laurie A. Lindberg, CMO
Treasurer

Enc.

SECTION 357/358 APPLICATION

Application/Appeal #

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Taxation Year:

Municipality:

Property Address:

Owner Name:

Mailing Address:

Roll Number:

Applicant Name:

Contact Number:

Alternative Num:

Reason for Application: (Check one box only)

- ☐ Ceases to be liable for tax at rate it was taxed - 357(1)(a)
 ☐ Sickness or extreme poverty - 357(1)(d.1)
- ☐ Became exempt - 357(1)(c)
 ☐ Mobile unit removed - 357(1)(e)
- ☒ Razed by fire, demolition or otherwise - 357(1)(d)(i)
 ☐ Gross or manifest clerical/factual error - 357(1)(f)
- ☐ Damaged and substantially unusable - 357(1)(d)(ii)
 ☐ Repairs/Repairs preventing normal use (min. 3 months) - 357(1)(g)

Details of Reason: OLD GARAGE DEMOLISHED

Effective from: (MM/DD/YY)

01.01.17 to 12.31.17Applicant Signature: Norma Allan CarterDate: 10.10.17 (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				ASSESSOR				
Assessment Roll As Returned	Revised Since Roll Return	Enter Revisions Below		Assessment Report	School Bd:	Eng	Fr	Other
				<input type="checkbox"/> No Change in Assessment	<input type="checkbox"/> S357 Required for Next Year			
RTQ/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTQ/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>RTEP</u>			<u>801,750</u>				<u>213,250</u>	
<u>RTEP</u>			<u>32,691</u>					
<u>TOTAL</u>			<u>234,441</u>					
Revised:				Reason for Change (Assessor Comments):				
Reason Original Assessment Revised:								

Assessor Name: _____ Signature: _____ Date: ____/____/____

TREASURER'S REPORT ON TAX LIABILITY

RTQ/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy
<u>RTEP</u>	<u>- 21,191</u>	<u>.01865886</u>	<u>365</u>	<u>395 40</u>	<u>4,374 40</u>

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount: _____

Comments: _____

Treasury Position: Treasurer Signature: Laurie Lindberg Date: 10.27.17

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY): 11.14.17
☐ Approved
 ☐ Amended & Approved
 ☐ Not Approved
 ☐ Applicant Did Not Appear
 ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	CARTER, ALLAN BRUCE
	CARTER, NORMA LORRAINE
Roll number	5912-010-004-10800-0000
Property location	602 FOURTH ST W
Property description	PLAN SM167 BLK B PCL 17388
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Demolition/Razed by Fire
Received date	October 11, 2017
Claim relief period	From: January 01, 2017 - To: December 31, 2017
Taxation year	2017

Current Property Assessment

	2012	2016	Phase-In Assessment for Taxation Years			
Property Classification	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RU R T	228,921	251,000	234,441	239,961	245,480	251,000
Total	228,921	251,000	234,441	239,961	245,480	251,000

Change to the Property Assessment

	2012	2016	Phase-In Assessment for Taxation Years			
Property Classification	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RU R T	207,000	232,000	213,250	219,500	225,750	232,000
Total	207,000	232,000	213,250	219,500	225,750	232,000

MPAC Remarks

Value of garage demolished in 2016 removed for 2017 tax year.

MPAC Representative:
Date:

Mark Cawston
October 17, 2017

2017 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

Batch #	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
357 Application	2017	1.4.10800	-21191	RTEP	0.01686886	0.00179000	-357.47	-37.93						-395.40
							-357.47	-37.93	0.00	0.00	0.00	0.00	0.00	-395.40



TOWN OF FORT FRANCES 2018 BUDGET

As you can see by the enclosed cover letter, the OFSAA organizing committee has been hard at work already preparing for the Provincial Curling Championships coming to Fort Frances in March of 2018.

Fort Frances has a history of doing a top notch job whenever we host an OFSAA event. The support we get from the community, the Town, the businesses and volunteers is always overwhelming. Teams, parents, coaches and supporters rave about the town and the quality of the tournaments we put on.

This OFSAA event will be no different. The economic spinoff to the town will be significant. The committee is optimistic that the Town will support this Provincial Championship through the 2018 budget and help to continue the long and impressive record of the best tournaments in the Province.

THANK YOU IN ADVANCE OF YOUR CONSIDERATION

Rick Wiedenhoef, Committee Member



This past winter Fort Frances was chosen to host the 2018 Ontario Federation of School Athletic Associations (OFSAA) Provincial High School Curling Championships. This event will include 20 boys teams and 20 girls teams. Each team can have five players, one coach and one school representative. We expect countless other parents, grandparents and family members to accompany these 40 teams as they descend upon Fort Frances in March 2018.

Fort Frances and the Rainy River District has produced a number of high caliber curling teams and players who have gone on to higher levels (Regional, Provincial, National, etc.) and have represented our area with great success.

A small committee of volunteers began meeting this spring to start making necessary arrangements to host this high caliber event in Fort Frances, including accommodations, banquet facilities, programs, guest speakers, registration, website, etc.

This past March the Town of Fort Frances (and surrounding district) hosted a very successful OFSAA Hockey championship and the community support and spirit was overwhelming. Our committee is hopeful that the same support and spirit will be displayed for the 2018 OFSAA Provincial High School Curling Championships.

The OFSAA Curling Committee is seeking sponsors who will help to offset the cost of bringing the 2018 OFSAA Provincial High School Curling Championships to Fort Frances. An OFSAA brochure is attached, and within it you will find sponsorship opportunities. We would appreciate if you would review the enclosed options, and let us know how we can collaborate to support the 40 teams / 200 athletes who will gather in Fort Frances to compete for Provincial Curling Championship titles. The earlier you sign up, the earlier your commitment will be included on our website and all other advertising mediums, which provides your company with maximum exposure.

Please contact one of us listed below at your earliest convenience.

Tyson Dennis, John Payne, Ron Silver and Rick Wiedenhoeft
Sponsorship Committee



SPONSORSHIP OPPORTUNITIES

OFSAA CURLING CHAMPIONSHIPS

March 21-24, 2018 in Fort Frances, ON

Platinum Sponsor (\$2000.00 and up) 4 event passes 4 banquet tickets Full page ad in programme Logo displayed at event/banquet Recognition in media/website/banquet 4 souvenir programmes	Gold Sponsor (\$1000.00 to \$1999.99) 2 event passes 2 banquet tickets ½ page ad in programme Logo displayed at event/banquet Recognition in media/website/banquet 2 souvenir programmes
Silver Sponsor (\$500.00 to \$999.99) 1 event pass 1 banquet ticket ¼ page ad in programme Company Name/logo listed in programme Logo displayed at event/banquet Recognition in media/website/banquet souvenir programme	Bronze Sponsor (\$200.00 to \$499.99) Company name listed in programme Logo displayed at event/banquet Recognition in media/website/banquet souvenir programme
Hog Line Contributor (\$100.00 to \$199.99) Recognition in social media/website souvenir programme	Friend (under \$100.00) Recognition in social media/website
In-Kind Contributions **Please speak with one of our representatives to make necessary arrangements.	



October 23rd, 2017

The Mayor & Council
Town of Fort Frances
320 Portage Avenue
FORT FRANCES, ON

RE: Tourism Advertising Grant to the FFCC

Dear Mr. Avis & Councillors

We would like to thank the Town of Fort Frances for the \$2,833.00 granted for 2017 for services to assist the Chamber of Commerce to cover off some of the tourism costs incurred by the Chamber. We were able to use the funds to help offset the cost of mailing and sending brochures, advertising expenses, membership costs, the 1-800 tourism number etc.

The Fort Frances Chamber deals with a large number of telephone, electronic and walk-in tourism enquiries from the U.S., Canada and from all over the world. This is due to the fact that in many cities and countries the Chambers of Commerce and Tourism Offices are often co-located and work in partnership with each other. This is evident when we assist with tourism enquiries from the United States. Many travellers from the U.S. who wish to make advance plans throughout the year, and who are in search of local information prior to coming to the area assume that the Fort Frances Chamber of Commerce offers the same service. Their first call is therefore often to the Fort Frances Chamber. During these year round personal communications the Chamber provides invaluable information regarding local businesses, resorts and services and imparts a great deal of local knowledge. Chamber employees give tourists a reason to stay and discover Fort Frances. The number of tourism enquiries the Chamber has received over the last couple of years has been high and with the price of our dollar being lower we can expect a growth in tourism contacts again.

As one of the front line tourist & visitor contact for the Fort Frances area, we are urging Council to consider providing us with the \$5,000 fee-for-service. With this the Chamber will be able to continue to market Fort Frances as well as to run great community events that help bring in well needed funds to the community.

Yours respectfully,

Mark Caron
President
Fort Frances Chamber of Commerce



Oct. 26/17

Mayor & Council,

I am writing to ask if you would be interested in sponsoring the Choraliers Community Choir, by way of an in-kind donation. We will be performing our Christmas programme at the Townshend Theatre on Sunday, December 3rd at 3 p.m. Prior to our increase in volunteer singers, our performances were held at the New Beginnings Church. That venue is too small as I now have approximately 75 singers.

We are a non-profit group and do not charge audience members. We do, however, have a freewill offering which goes toward our expenses. In addition, each choir member pays \$20.00, which helps defray the cost of our music.

To perform at Townshend costs us roughly \$1850, which is a lot for a group of volunteers who just like to sing and bring some musical enjoyment to the community. That is why we need some sponsors if we are to continue our performances. So, on behalf of the Choraliers, if

you are able to help out, financially in any way, please let me know.
Thanking you in advance for considering our request.

Diane Matory (Choir Director)
& the Choraliers



200 Elizabeth St., ES 7-421, Toronto, ON M5G 2C4
 ph 416-340-4156 | f 416-340-4736 | tt 1-800 NEDIC-20 | nedic@uhn.ca
www.nedic.ca

The Town of Fort Frances
 320 Portage Avenue
 Fort Frances, Ont. P9A 3P9

November 2, 2017

To Whom It May Concern:

I am writing to request a proclamation from The Town of Fort Frances the week of February 1st to February 7th 2018 as Eating Disorder Awareness Week (EDAW). EDAW has been commemorated across Canada since 1988 by established eating disorder organizations, education and public health institutions, and concerned members of the public. It draws attention to the causes, prevalence and impact of eating disorders.

Eating disorders are the number one cause of death among all psychiatric illnesses and are the third most common cause of death in teenage girls. In fact, 5-8% of Canadian girls will experience an eating disorder in their lifetime. However, eating disorders can develop in anyone, regardless of age, ethno-racial background, socioeconomic status, gender or ability. Unfortunately, stigma and secrecy still surround eating disorders, causing many people who are suffering to refrain from seeking help, and to struggle in silence.

We know that through open, supportive dialogue, we can help break the shame and silence that affect nearly 1 million Canadians that are living with a diagnosed eating disorder and the millions of others who are struggling with unhealthy food and weight preoccupation. EDAW is a time to increase awareness about eating disorders, their impact and to shed light on the dangerous and pervasive myths that surround them. It is a time of year when Canadians can learn more about eating disorders and about the resources that are available for individuals and family members who are impacted by them.

The National Eating Disorder Information Centre (NEDIC) was a founding member of the international drive to institute EDAW. Founded in 1985, NEDIC is Canada's oldest national organization dedicated to helping those with eating disorders. We provide education and information as well as support and referral for those with eating disorders, their families, friends and health care professionals. Since our toll-free helpline became available to Canadians from coast to coast in 2013, we have spoken with thousands of individuals, parents, friends, and teachers who are seeking help and information. It is through our outreach and education efforts, that we are able to support these individuals in their struggle to find hope and healing.

Municipal recognition of EDAW would help to affirm the experiences of those with a friend, family member, or important person in their life who is dealing with this life-threatening mental illness, and draw attention to the need for eating disorder prevention, research, treatment, and resources. Attached please find the goals of Eating Disorder Awareness Week 2018.

Please proclaim EDAW in The Town of Fort Frances and help raise awareness and hope among the many who are impacted by this illness.

For more information about Eating Disorder Awareness Week and this request, please contact me.

Thank You.

Kind Regards,

Alicia Pinelli
 Outreach and Education Team Member

Proclamation

Eating Disorder Awareness Week (EDAW) February 1st - 7th 2018

WHEREAS: Eating Disorder Awareness Week will be from February 1 – 7, 2018; and

WHEREAS: The National Eating Disorder Information Centre (NEDIC) is Canada's only national organization dedicated to helping those with eating disorder, food and weight preoccupation and related issues. NEDIC provides information, education, resources and referrals to individuals with eating disorders, their families, friends and health care professionals; and

WHEREAS: Eating disorders have the highest mortality rate among all psychiatric illnesses and can develop in anyone, regardless of age, ethno-racial background, socioeconomic status, gender or ability; and

WHEREAS; Stigma, secrecy and stereotypes still surround eating disorders, causing many people who are suffering to refrain from seeking help; and

WHEREAS; Open supportive dialogue can help break the shame and silence that affect nearly 1 million Canadians living with diagnosable eating disorders and the millions of others who are struggling with food and weight preoccupation; and

WHEREAS; Eating Disorder Awareness Week seeks to raise awareness of eating disorders, shed light on dangerous and pervasive myths, and promote prevention. It is also a time of year for Canadians to learn about available resources and appropriate services for themselves and/or loved ones; and

WHEREAS, Eating Disorder Awareness Week aims to teach Canadians that eating disorders are not a choice, and that eating disorders are a serious and dangerous mental illness.



November 8, 2017

Dear Mayor Avis and Fort Frances Town Council,

November is woman abuse awareness and prevention month and Riverside Community Counselling Services, a program of Riverside Health Care (RHC), is pleased to announce the sponsorship of the Shine the Light Campaign.

The Shine the Light Campaign was initiated in London, Ontario by the London Abused Women's Centre to increase awareness of woman abuse to the public. We are pleased to be one of many communities across the province helping to bring recognition to this issue through the Shine the Light Campaign. The Campaign's signature colour purple is used to symbolize courage, survival and honour. November 15, 2017 will be the official "Wear Purple Day" to honour and stand in solidarity with those women who have experienced and endured abuse.

On behalf of the Shine the Light Campaign, I would be honoured if Mayor Avis and the Fort Frances Town Council would assist in shining a light on the issue of woman abuse by proclaiming the month of November as Woman Abuse Awareness and Prevention Month for the town of Fort Frances, and in doing so, would be willing to raise our campaign flag for the month of November.

I thank you very much for your time and consideration.

Respectfully,

Jacquee Loerzel, M.S.W., R.S.W.
 Community Family Violence Counsellor
 Riverside Community Counselling Services
 Riverside Health Care Facilities
 (807)-274-4807(1)





October 27, 2017

Mayor Roy Avis and Council:

Township of Fort Frances.

Dear Gentlemen and Ladies:

I am contacting you in regards to the driveway on my property at 100 Oakwood Rd. in the said Township. The culvert which allows the waste water to pass in the east ditch of Oakwood Rd. has been gradually rising due to frost. It has now reached the point that most modern vehicles "bottom out" when they enter or leave the driveway. I'm concerned that I may receive a bill for damages to someone's vehicle. Since this portion of the driveway belongs to the Town it could be a problem for you also. To my knowledge this affects two other driveways to the north of mine also. One owner advises that he has contacted the town staff on various occasions but nothing has been done to alleviate the situation. The change of the elevation of the culvert is also affecting the flow of the waste water.

As a property tax payer, I would appreciate if you would have your staff look into this matter

and see what can be done. No doubt it will be higher yet next spring. Thanks for your favourable consideration and action in this matter.

Yours truly

Roy Brown, 274-8422



Dear Mayor and Town Council,

We are writing this letter requesting permission for development of a residential property west of 1341 Woodward Street in Fort Frances. We have recently purchased this property from John Sus and would like to sell a portion of it to our daughter and son-in-law so they can build a private dwelling on the property.

We currently have an agreement with the Town of Fort Frances regarding our private driveway. Our plan is to extend our private gravel driveway to the vacant land to allow for private access.

Attached you will find a rough site plan and space for the extended driveway and a copy of the agreement. We hope to hear from Council and look forward to speaking with the Planning and Development Committee.

Sincerely,

Scott and Tara Hamilton



MAILING ADDRESS
510 Portage Avenue
Fort Frances ON
P9A 2A3
807-274-5361
807-274-3247

BRANCH OFFICES
Main Street
Atikokan ON
807-597-2203
Coral Street
Emo ON
807-482-2322

U.S. MAIL
Box 1167
International Falls MN
56649

TELECOPIER
807-274-6447
All correspondence
to be sent to
Fort Frances office

hamilton.rep/lm pg.6

December 15, 1989

Gillons' Insurance Brokers Ltd.
Box 128
Fort Frances, Ontario
P9A 3M5

Dear Sirs:

RE: Scott Hamilton
1340 1/2 Home Street
Fort Frances, Ontario


Please be advised that Mr. Hamilton has also acquired the right to use a private driveway contained within the road allowance of Bayview Avenue owned by the Town of Fort Frances.

Liability insurance must be placed on this portion in addition to Mr. Hamilton's current coverage. We ask that you please confirm this directly with Mr. Hamilton and please provide our office with confirmation in this regard.

Thank you.

Yours very truly

EUSTACE, MORGAN & DERKSEN
Per:


ROBERT B. MORGAN
RBM/lm

COPY

TOWN OF FORT FRANCES

BY-LAW NO. 51/17

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with Rainy River District Social Services Administration Board - *The Planning Act*, Section 41)

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, delegates authority to local municipal councils for matters within their jurisdiction for Site Plan Control Approval and to enter into agreements thereunder;

AND WHEREAS the Official Plan in effect for the Town of Fort Frances designates the entire Town as a site plan control area.

AND WHEREAS Council of the Town of Fort Frances at its meeting held July 10, 2017 approved the report from the Chief Building Official / Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 1301 Elizabeth Street / 1300 Fifth Street East as a Site Plan Control Area and further that a Site Plan Agreement be approved;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

1. That lands municipally known as 1301 Elizabeth Street/1300 Fifth Street East, Fort Frances (RP RR38 PD Part 1 RR138 PT Part 16 PT PCL 19829 and RP RR38 PT Parts 1 &2 RR 138 PT Part 16 PCL 19829) are hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between Rainy River District Social Services Administration Board and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 14th day of November 2017.

R. Avis, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2017.

B E T W E E N:

*Rainy River District Social Services
Administration Board*
(the “Owner”)

- and -

The Corporation of the Town of Fort Frances
(the “Municipality”)

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a multi-residential 8-unit apartment building (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated April 27, 2017 (herein sometimes referred to as the “Application”), the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the “Parties”, individually a “Party”) hereto agree one with the other as follows:

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 1301 Elizabeth Street / 1300 Fifth Street East, more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 2** being a Solicitor’s Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
 - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (d) **Schedule 4** being a list of the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;
 - (e) **Schedule 5** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (f) **Schedule 6** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

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Definitions

3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (d) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (e) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (f) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and otherwise of the Owner to construct or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, construction, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable or required to be obtained from any and all authorities having jurisdiction.
- (g) "Security" means any and all letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (h) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (and whether internal or external to the Lands) referred to or required by or under this Agreement.

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of a multi-residential 8-unit apartment building. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

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- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (f) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the Planning Act or any other similar legislation;
- (g) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (j) covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until:
 - (i) all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and all other applicable law and requirements of all authorities having jurisdiction;
 - (ii) all water and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating in accordance with the conditions established by the Municipality; and
 - (iii) an occupancy permit has been issued.

To ensure compliance with this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality if, in the opinion of the Chief Building Official of the Municipality, a building or part thereof is occupied contrary to the said provision.

In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality;

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to

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the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of watermain as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (l) To provide internal (to the lands) recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.
 - (o) To design, obtain approval in respect of, construct, install and maintain, in

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accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.

- (p) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
 - (q) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
 - (r) to file with and provide to the Municipality, forthwith upon:
 - (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) completion of the Proposed Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates;
 - (s) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
 - (t) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
 - (u) That no antennae or associated equipment will be permitted on the roof and that all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
 - (v) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
 - (w) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
 - (x) To comply with all provisions of the Municipality's noise by-law.
 - (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.
7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.

In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

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- (a) require the Owner to comply with the terms of this Agreement; and
- (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

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In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and
- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

The Owner acknowledges that any action or non-action taken by the Municipality or by anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the Guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

11. The Owner covenants and agrees that there will be no blasting conducted in or on the Lands by the Owner.

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

- (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
- (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
- (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.

13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.

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- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
 - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
 - (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

Administration

15. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

*Rainy River District Social Services Administration Board
450 Scott Street
Fort Frances, ON P9A 1H2
Attn: Michelle Shute*

Facsimile: 807.274.0678

or such other address of which the Owner has notified the Municipality in writing.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario P9A 3P9
Attn: Clerk

Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).

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- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
 23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
 24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
 25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
 26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
 27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
 28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
 29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
 30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
 31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
 32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

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IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

***Rainy River District Social Services
Administration Board***

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: R. Avis,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

Pcl 19829 Sec Rainy River; Firstly Pt Lt 19 River Range Mclvine Pt 1, RR38, except Pt 16, RR138, Pt 2, RR370; Secondly Pt Lt 19 River Range Mclrvine Pt 16, RR138 except Pt 8, RR370; Thirdly Nly 148.38 ft of Pt 2, RR38 except Pt 1, RR370; Fort Frances (PIN 56017-0088)

Schedule 2

Solicitor’s Certificate of Ownership

TO: The Corporation of the Town of Fort Frances (the “Municipality”)

I, _____, a Solicitor of Ontario, do hereby certify that ***Rainy River District Social Services Administration Board*** are the sole registered and beneficial owners in fee simple of the lands and premises legally described as Pcl 19829 Sec Rainy River; Firstly Pt Lt 19 River Range McIrvine Pt 1, RR38, except Pt 16, RR138, Pt 2, RR370; Secondly Pt Lt 19 River Range McIrvine Pt 16, RR138 except Pt 8, RR370; Thirdly Nly 148.38 ft of Pt 2, RR38 except Pt 1, RR370; Fort Frances, being all of the said parcel [PIN 56017-0088].

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: none.

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all chargees and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at Fort Frances, Ontario, this _____ day of _____, 2017.

Solicitor for the Owner

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Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - (a) Application for site plan;
 - (b) Preparation of this agreement;
 - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
 - (d) All legal / lawyer fees and disbursements;
 - (e) Engineer / engineering fees and disbursements;
 - (f) Planning / planner fees and disbursements;
 - (g) Municipal staff time;
 - (h) All Land title fees and charges;
 - (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
 - (j) HST and any other taxes applicable on or to any of the above.

Schedule 4

List of Plans and Drawings

<u>Architectural Drawings</u> – Form Architecture Engineering	
• Drawing A0.0	Cover Sheet, Revision 1, May 15, 2017
• Drawing A0.1	Specifications – 1 of 2, Revision 1, May 15, 2017
• Drawing A0.2	Specifications – 2 of 2, Revision 1, May 15, 2017
• Drawing A0.3	Construction Assemblies, Schedules, Legends & General Notes, Revision 1, May 15, 2017
• Drawing A0.4	OBC Matrix and Fire Separation Diagrams, Revision 1, May 15, 2017
• Drawing A1.1	Site Plan, Revision 1, May 15, 2017
• Drawing A1.2	Enlarged Site Plan, Revision 1, May 15, 2017
• Drawing A1.3	Reference Drawing, Revision 1, May 15, 2017
• Drawing A2.1	Foundation Plan and Details, Revision 1, May 15, 2017
• Drawing A2.2	Floor Plans – Level 1 and Level 2, Revision 1, May 15, 2017
• Drawing A2.3	Reflected Ceiling Plans – Level 1 and Level 2, Revision 1, May 15, 2017
• Drawing A2.4	Roof Plan and Truss Elevations, Revision 1, May 15, 2017
• Drawing A2.5	Elevations, Revision 1, May 15, 2017
• Drawing A2.6	Building Sections, Revision 1, May 15, 2017
• Drawing A3.1	Wall Sections, Revision 1, May 15, 2017
• Drawing A3.2	Plan Details, Revision 1, May 15, 2017
• Drawing A3.3	Section Details, Revision 1, May 15, 2017
• Drawing A3.4	Roof Details, Revision 1, May 15, 2017
• Drawing A3.5	Window and Door Details, Revision 1, May 15, 2017
• Drawing A4.1	Stairs – 3D View, Revision 1, May 15, 2017
• Drawing A4.2	Stair Details, Revision 1, May 15, 2017
• Drawing A5.1	Enlarged Plans & Interior Elevations, Revision 1, May 15, 2017

Mechanical Drawings – **Cuthbertson**

- Drawing MP-1 Plumbing Layout – Notes & Details, March 2017
- Drawing MP-2 Partial Water Piping Layouts, Plumbing Isometrics, March 2017
- Drawing MV-1 Ventilation Layouts – Notes & Details, March 2017
- Drawing MH-1 Heating Layouts – Notes & Details, March 2017
- Drawing MFP-1 Fire Protection Layouts – Notes & Details, March 2017
- Drawing, MS-1 Mechanical Specifications, March 2017

Electrical Drawings – **A. G. Engineering Thunder Bay Inc.**

- Drawing E1 – Electrical Layout, March 14, 2017

Civic Drawings – **True Grit Engineering**

- Drawing 01 – Existing Conditions, October 25, 2017
- Drawing 02 – Removals and Excavation Plan, October 25, 2017
- Drawing 03 – New Construction, October 25, 2017
- Drawing 04 – Proposed Grading and Stormwater Management Plan, October 25, 2017

Schedule 6
Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of the project value** which has been determined to be \$900,000.00, namely 5% x \$900,000.00 = Letter of Credit required of \$45,000.00
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** If project value changes, then Letter of Credit value will be amended accordingly.

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Schedule 6**Reduction or Release of Security**Application for Reduction of Securities

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.

Kathy Lawson

From: AMO Communications <Communicate@amo.on.ca>
Sent: October-26-17 9:00 AM
To: Kathy Lawson
Subject: AMO WatchFile - October 26, 2017

AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
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October 26, 2017

In This Issue

- Ontario reforms the *Construction Lien Act*. What Municipalities Need To Know?
- Are Ontario's ice rinks safe?
- Government seeking input on Proposed Public Health Regulatory Changes.
- Trails: Are You Court Ready?
- Leveraging the Power of YouTube.
- Ontario West Municipal Conference - November 24.
- LAS announces natural gas price for upcoming program year.
- Careers with Durham Region, Gananoque and Northumberland County.

Guest Columns*

Bill 142, Construction Lien Amendment Act, 2017, will affect all construction projects when it comes into force, with significant implications for municipal governments. This [guest column](#) by Gowlings attorney Neil Abbott explains the finer points.

The investigation of the Fernie, BC refrigeration plant room tragedy continues to unfold. Read ORFA's, [Are Ontario's Ice Rinks Safe?](#)

Provincial Matters

The government has posted proposed changes to a number of regulations under the *Health Promotion and Protection Act*. Input will be accepted up to November 8th. For more information, please see the posting on [Ontario's Regulatory Registry](#).

AMO, LAS and ROMA Events

Trails: Are You Court Ready? This lunch and learn at your desk webinar will explore and answer questions such as: what is your legal duty of care? When is this duty of care reduced? What should your signs say? And more. Join us online on November 16, 2017 at noon for this no-cost webinar. Space is limited to 75 participants so [register today](#).

Online video is a powerful channel and should not be underestimated. Learn how you can leverage the power of YouTube for your media campaigns, to build awareness around a municipal project, and more during the November 15th social media webinar. This is the last session of the 2017 series. We hope to 'see' you online. [Register today](#).

The 2017 Ontario West Municipal Conference returns to the Best Western Lamplighter Inn to explore the theme of "Ontario 150: Reflecting Back, Forging Forward". This full day conference will be of

interest to elected municipal officials, municipal staff, municipal organizations and partner provincial ministries. Don't delay, register and book your guest room today.

LAS

LAS recently notified its Natural Gas Program Members of the upcoming price change effective November 1, 2017. In addition to providing pricing information for the upcoming program year, the announcement also provided a preliminary estimate for the November 2018 price. Discover [how these rates affect your municipal budget](#) moving forward.

Careers

[Program Coordinator, Climate Change - Region of Durham](#). Temporary Full-Time; Job ID: 9454. Reports to Manager of Sustainability, Office of the Regional Chair and CAO. Please apply online at [Region of Durham](#) by no later than midnight on November 01, 2017.

[Town Clerk / Community Emergency Management Coordinator - Town of Gananoque](#). For more details about the position, please visit Employment Opportunities on the [Town's website](#). Applicants should apply in confidence by 4 p.m., Thursday, November 9, 2017 to: Shellee Fournier, Chief Administrative Officer, Town of Gananoque. Email: sfournier@gananoque.ca. Telephone: 613.382.2149 ext. 1113.

[Manager, Legislative Services / Clerk - Northumberland County](#). If emailing your application, please submit your cover letter, résumé and any other supporting documents in one file [preferably MSWord (.doc or .docx) or Adobe (.pdf)]. Please submit your application by 4:30 pm Friday, November 10, 2017 to: Human Resources, County of Northumberland; Email: hr@northumberlandcounty.ca; Fax: 905.372.3046.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

[AMO Watch File Team](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Tuesday, October 31, 2017 1:33 PM
To: Lisa Slomke
Subject: AMO Breaking News - Call to Action - Talk to Your MPPs about Estimated Fiscal Impacts of Bill 148

October 31, 2017

Call to Action – Talk to Your MPPs about Estimated Fiscal Impacts of Bill 148

Members' voices are needed in requesting AMO's priority Bill 148 amendments and letting your local MPPs know what the estimated fiscal impacts could be for your municipality.

Today, AMO President Dollin presented to the Standing Committee considering Bill 148, *Fair Workplaces, Better Jobs Act, 2017* to ask for changes so that municipal governments can provide effective and affordable public safety responses. Link to her short video [here](#).

AMO, on behalf of its members, is looking for key amendments so that municipal governments can deliver their statutory obligations.

- An exemption for municipal and local board employees who are required to be on call to provide statutory public safety services. This needs to include supervisory and managerial staff as well.
- An exemption for volunteer firefighters for matching pay to full-time firefighters.
- Specific reference that Bill 148 requirements do not override other statutory obligations that municipal governments are required to provide public safety.

AMO has met with the Minister of Labour, the Honourable Kevin Flynn, many times as well as other MPPs on the need for these critical Bill 148 amendments. We continue to be told that municipal governments were not the intended of this bill.

Municipal governments have been calculating the costs of the Bill 148's requirements. For some small and large urban municipalities, the potential costs are upwards of \$1 to \$2 million each per year. Even if we get these key amendments, there will still be fiscal impacts on each municipality.

The Standing Committee is accepting Bill 148 submissions until Friday, November 3rd. Link here to [Committee Proceedings, Committee Hearings and Notices - Bill 148](#).

This week is an extremely busy week for AMO at Queen's Park. Stay tuned for more AMO updates as expected items of municipal interest are announced. Our website, www.amo.on.ca, will be updated regularly.

AMO Contact: Monika Turner, Director of Policy, mturner@amo.on.ca, 416-971-9856 ext. 318.

PLEASE NOTE: AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER: Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, November 01, 2017 4:08 PM
To: Lisa Slomke
Subject: AMO Policy Update - Introduction of Ontario's Cannabis Act

November 1, 2017

Attorney General Introduces Ontario's Cannabis Act, 2017

Attorney General Yasir Naqvi [introduced](#) legislation today to enact the Ontario Government's approach for the distribution, sale and consumption of recreational cannabis. [Bill 174](#) has been introduced in anticipation of the federal government's legalization of recreational cannabis by July 1st, 2018.

Under the legislation, cannabis can only be bought from federally licensed medical suppliers or from the provincial control board, which is to be set up through an amendment to the *Liquor Control Board of Ontario Act*. The bill also:

- Sets a minimum age of 19 to use, buy, possess and cultivate cannabis in Ontario
- Allows for the diversion of people under the age of 19 from the justice system into programs focused on education and prevention
- Bans the use of cannabis in public places, workplaces and motor vehicles
- Regulates the smoking and vaping of medical cannabis
- Introduces new provincial offences with strict, escalating penalties.
- Establishes tougher drugged driving rules, including a zero-tolerance approach for young, novice and commercial drivers

Establishing cannabis retail stores in Ontario communities is subject to consultation with municipal governments so that community interests are reflected in location decisions. AMO believes this is an appropriate way to gather community input and is a product of the strong engagement between AMO and the province through the Association's Marijuana Legalization Task Force.

The Ontario government has signalled that its control board model is the initial step in an evolutionary approach to cannabis regulation in Ontario. AMO will work with municipal governments and the province for a successful implementation of the Ontario approach, while advocating for responsible, locally regulated private businesses in the future to

maximize economic development opportunities for communities, including municipalities in rural and northern Ontario.

Federal Update:

Two bills are presently before Parliament including [Bill C-46](#) which increases fines and broadens powers to convict drug and alcohol impaired driving, and [Bill C-45](#), *the Cannabis Act*, which sets out the framework for legalizing cannabis in Canada, including provisions for provincial legislation. Bill C-46 has been introduced in the Senate and Bill C-45 will soon be brought back to the House of Commons by the Standing Committee on Health.

For more information, contact Craig Reid, AMO Senior Advisor, creid@amo.on.ca.

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Kathy Lawson

From: AMO Communications <communicate@amo.on.ca>
Sent: November-02-17 4:31 PM
To: Roy Avis
Subject: AMO Policy Update - New Policing Legislation Introduced at Queen's Park

November 2, 2017

New Policing Legislation Introduced at Queen's Park

Long-awaited policing legislation was introduced today. This follows a five-year review by the Future of Policing Advisory Committee (FPAC), of which AMO was an active participant, and Justice Tulloch's Independent Police Oversight Review.

Through our widely read report, AMO was the only participant at FPAC to express publicly a clear vision of how policing, in its totality, could be modernized to improve efficiency and effectiveness. Some elements of those recommendations are contained, in part, in the new legislative framework. But it is equally clear that there are many competing agendas and interests among public safety participants at FPAC.

To be clear, some of the changes in the bills will advance the agenda to modernize policing, particularly with respect to oversight. But there are also some key proposals which will have a municipal cost.

The government's entire package of reforms is called the *Safer Ontario Act, 2017* and it includes a new *Police Services Act* and a new *Policing Oversight Act*. They are the most significant revisions to the legislative framework that governs policing in nearly 27 years. The government is hoping this package of reforms will become law by the end of the year. This members' update will focus on the *Police Services Act*. Further updates related to oversight agencies will follow as required.

Key Municipal Implications Include:

Mandating municipalities to develop Community Safety and Well-Being Plans

AMO's Understanding: The Bill proposes that all municipalities (or groups of municipalities and/or First Nations) develop mandatory Community Safety and Well-Being Plans (CSWB) and there are significant municipal impacts. All municipalities must establish an advisory committee with a prescribed membership that shall include community

service representatives from LHINs, health care, education, social services, child services, an elected official, a police service board member, and others as prescribed.

This committee would be required to develop a plan to mitigate crime, victimization, addiction, drug overdose, suicide, prioritize risk factors, provide new services, and set measureable outcomes related to public safety services. Municipal councils would be required to adopt such a plan. Municipalities do not oversee all of the above participants. There is no requirement that the municipal or OPP police services would need to participate or implement a CSWB once developed. While a municipality must do a comprehensive plan, there is no requirement to use it.

A failure to comply with this requirement will result in the appointment of a community safety planner by the Ministry who would be empowered to exercise the powers of a municipal council to fulfill the requirement to develop and implement a plan. The cost of appointing a planner would be charged to the municipality.

Key Municipal Issues: AMO supports the objectives of CSWB planning on a voluntary basis. CSWB pilot projects have demonstrated success precisely because of the voluntary participation of all partners. AMO supports the voluntary municipal development of CSWB plans, especially in circumstances where municipalities are attempting to respond to acute public safety needs in local circumstances.

AMO objects to the universal imposition of a new unfunded mandate. AMO is not confident the government has fully considered what this would mean for municipal governments in terms of capacity to deliver, costs, ability to implement, and what the risk of non-compliance could mean for many communities.

It treats all municipal governments, from the smallest to the largest, exactly the same. One quarter of all municipalities have less than five full-time administrative staff. There is a big municipal capacity issue associated with this mandate that the Ministry has not considered despite our advice.

The appointment of a community safety planner undermines the authority of democratically elected municipal councils.

The government has not demonstrated that there is a universal need for heavily prescribed CSWB planning province wide. The government has not demonstrated the value of developing such a plan if it cannot be successfully implemented.

Civilianization:

AMO's Understanding: It was AMO's hope that the legislation would enable greater civilianization rather than restrict it. The opportunity for civilianization is now extremely limited as presently drafted in the bill. The authority to use civilians or contracted services in the delivery of some public safety functions by civilians or non-officers could have delivered the same public service functions, at a reduced cost. The bill limits civilianization to non-profit entities delivering crime prevention and assistance to victims of crime, and some highly specialized functions (i.e. forensic identification, polygraph operators) for which there are likely very few non-profit providers.

Key Municipal Issues: One key way to reduce costs is for officers not to fulfill all the functions they are currently doing. There are a number of functions, which could be overseen by a police service, but delivered by others. They include ground services for missing persons, some types of minor property offences like break-ins or vehicle theft, directing traffic, and crime scene security, etc. Court security and prisoner transportation could also be delivered in more efficient ways but changes in these areas are now restricted.

One Police Service Board per OPP Detachment

AMO's Understanding: The proposal would reduce the number and consolidate all existing OPP community policing advisory committees (non-contract or Section 5.1) and OPP police service boards (contract or Section 10) into one board per OPP detachment. In effect, this would eliminate nearly 100 OPP boards. The composition of OPP detachment boards shall be outlined in regulations. In addition, an OPP Police Governance Advisory Council would be established to advise the Minister on the responsibilities of the Commissioner.

Key Municipal Issues: Consolidation of Boards: The elimination of nearly 100 OPP boards will put much more distance between a community, its board, and the police. Policing is fundamentally local. This creates a significant logistical challenge. Detachment boundaries should not be the starting point for determining board boundaries. The importance of giving all municipalities a voice in policing needs to be emphasized. Municipal governments will need to have a much better understanding of how these changes will work in practice, especially how every municipality is going to continue to have a voice under this framework. These details will be prescribed in regulation.

Establishment of the OPP Governance and Advisory Council: This proposal touches on recommendations made by AMO's Policing Modernization Paper related to establishing such a body. The Council will provide the Minister with advice regarding her powers with respect to the OPP. This is a positive change.

Police Service Boards Reforms (own force)

AMO's Understanding: The Ministry is proposing a variety of changes related to police service boards. This includes preserving existing ratios of municipally appointed and provincially appointed representatives, permitting councils to adopt a board composition of five, seven, or nine members (from three, five, and seven). All municipal councils would be required to develop a diversity plan as prescribed in legislation, which would include taking reasonable steps to promote the availability of appointments to members of demographic groups, racialized and Indigenous groups, reporting to the Minister on an annual basis.

Municipal appointments shall have regard for: the diversity of the population, prescribed competencies, and a police record check. Former police officers would also be prohibited from serving on a board where they were a member, for two years. In addition, board members would be required to complete training within a prescribed period. If training is not completed, that individual would not be permitted to perform the duties of a board member.

Key Municipal Issues: The prescriptiveness of some of the Ministry's new requirements will have very clear resource and mandate impacts for boards. Can all boards fulfill these new mandates? The financing of these requirements has municipal financial implications. Help and support for boards in fulfilling their primary governance responsibilities is needed.

Board Size: Increasing the size of boards with the same ratio of provincial and municipal appointees increases the representativeness of boards.

Diversity Plan: In effect, the applicability of a diversity plan is largely limited to the single community representative which council must nominate. What provisions would be made to ensure provincial and municipal diversity plans are aligned?

A much bigger impediment to diversity and representativeness is the number of provincial appointments that remain vacant. According to the Ontario Association of Police Service Boards (OAPSB), as of March 2017, over 90 of 250 provincial board positions are unfilled and vacant. This negatively affects successful governance and diversity. The provincial *unappointed* members are the biggest barrier to achieving representativeness and diversity in our view.

This is an issue that has been raised by the Auditor General of Ontario. Addressing this issue alone could have a profound impact on the function and capacity of boards.

Police Record Check: There would be a new requirement for municipal appointees to boards.

Mandatory Training: The government is proposing to regulate the timeframe in which mandatory training for board members must be completed. AMO's Policing Modernization Paper supported the concept of mandatory training. What has not be determined is who will deliver this training and how it will be paid for. This is a key consideration. If mandatory training is to be successfully delivered, a mechanism must be established to deliver it.

Budget Disputes: Currently the Ontario Civilian Police Commission (OCPC) is used to adjudicate any budget disputes between municipalities and local police services boards. In the last twenty years, the OCPC has not needed to adjudicate any budget disputes between municipalities and local police services boards. Justice Tulloch recommended the OCPC's power regarding budget disputes be eliminated. He wrote, "It is not appropriate for an adjudicative tribunal like the OCPC to be interjected between municipalities and local police services boards. Determinations about the structure and budgets of police forces are policy and operational matters in which the OCPC lacks specific expertise. They are often political decisions".

It is proposed that a different adjudicative tribunal be given this mandate, the Ontario Police Arbitration Commission (OPAC). Justice Tulloch did not say give the mandate to different adjudicative tribunal, he said it was not appropriate for a tribunal, period. OPAC arbitrators also lack the requisite expertise to fulfill this function.

There is no need for the OPAC to hear such decisions in the first place, especially considering there have been no such disputes in the past twenty years. This provision continues to infringe on the authority vested in municipal councils to make resource allocation and taxation decisions.

Strategic Plan: Police service boards will be required to develop strategic plans at least every four years. The legislation is highly prescriptive; it lists at least fifteen prescribed topic requirements. Whether or not a police service board strategic plan aligns with the municipality's community safety and well-being plan is a key consideration.

Establishment of a Provincial Inspector General

AMO's Understanding: A Provincial Inspector General would fulfill the following primary function:

- Monitor and conduct inspections of boards,

- The Inspector **will not have the authority** to conduct inspections of police officers and whether they are complying with their codes of conduct.

Key Municipal Issues: It would seem the Ministry has chosen to emphasize the enforcement of governance requirements as a top priority, versus helping boards succeed in fulfilling their role. AMO would have liked to see resources or supports devoted to supporting boards, in support of the Inspector General's mandate.

Suspension without Pay

AMO's Understanding: The Bill includes provisions to suspend an officer without pay for a period of time, under very specific circumstances. AMO supports amendments which enhances the ability of a Chief to maintain discipline within the police service. Public expectations on this specific issue are very high.

Waterways Policing

AMO's Understanding: Previously, selected municipalities were required to have a waterways policing capacity. As written in the new bill, AMO believes that all municipal police services will be required to police all waterways (in addition to the OPP).

The above initial observations are provided to help municipal leaders and staff assess the impact of this proposed legislative change. It is expected that this proposed legislation will be passed before the House rises in mid-December. Further analysis will be conducted on these Bills in the coming days.

For more information, contact Matthew Wilson, AMO Senior Advisor,
mwilson@amo.on.ca.

PLEASE NOTE: AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Friday, November 03, 2017 2:22 PM
To: Lisa Slomke
Subject: AMO Policy Update - Government Consultation on Income Security Reform

November 3, 2017

Government Consultation on Income Security Reform

A new report, [Income Security: A Roadmap for Change](#), outlines specific advice to government to help guide decision-making on a multi-year path for reforming the income security system. This could affect the benefits delivered through municipally delivered programs such as social assistance, childcare, social housing.

The report, prepared by multi-stakeholder Income Security Reform Working Groups including First Nations, charts a proposed path forward sequencing reforms over a ten-year period. Some proposed measures include:

- adopting a Minimum Income Standard
- introducing an Ontario Housing Benefit
- moving income support for children outside social assistance
- making health benefits available to low-income people
- transforming social assistance
- providing an assured income approach to people with disabilities
- assuring self-governance and respect for First Nations jurisdiction with control of social services by First Nations
- providing adequate funding for First Nations.

Municipal government have a significant interest in the outcome of this initiative given the role played by municipalities and District Social Service Administration Boards delivering human services to residents through provincial-municipal cost-shared programs.

The government is consulting on the Roadmap for 60 days up until January 2, 2018. To view the report to make a submission, visit the income security [website](#). AMO will conduct further analysis and the Board will consider the municipal impacts of the report's recommendations.

AMO Contact: Michael Jacek, Senior Advisor, E-mail: mjacek@amo.on.ca, 416.971.9856 ext. 329.

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, November 08, 2017 3:32 PM
To: Lisa Slomke
Subject: AMO Policy Update - Province Releases New Action Plan for Seniors

November 8, 2017

Province Releases New Action Plan for Seniors

Yesterday, the Ontario government released [*Aging with Confidence: Ontario's Action Plan for Seniors*](#). The plan includes commitments to a range of measures intended to support seniors including enhancing municipal services. Ontario will be investing \$155 million over three years through the action plan. This will include improving long-term care homes, supporting age-friendly communities, and providing additional services to seniors.

It is welcome news to see new government investments in seniors' services and planning initiatives. AMO has advocated for: increased hours of care in long-term care homes; enhancing culturally appropriate practices; engaging in a capacity review to determine the need for more long-term care beds; better transportation options in rural and northern areas; and, expansion of age-friendly programs that support municipal governments to provide services to seniors.

A full set of recommendations can be found in AMO's Health Task Force policy paper, [*Strengthening Age-Friendly Communities and Seniors' Services for 21st Century Ontario: A New Conversation about the Municipal Role*](#).

Of significant interest to municipal government, the Province has committed to:

- expanding 30,000 new long-term care beds over the next decade with 5,000 created over the next four years;
- providing 15 million more hours of care in long-term care homes for nursing, personal support, and therapeutic care;
- facilitating greater access to culturally appropriate practices in long-term care homes and in-home supports;
- providing specialized training in behavioural supports and in palliative and end-of-life care;
- expanding the Age-Friendly Community Planning Grant for municipal governments;

- improving community transportation for seniors to connect them with services and support, particularly in Northern Ontario; and
- reconfirming the commitment to expand 40 more Seniors Active Living Centres across the province (formerly known as Elderly Persons Centres). Municipal governments and community agencies can [apply](#) for funding through Grants Ontario.

Other measures in the plan are intended to:

- support seniors at all stages of their life;
- support seniors to live independently in their communities;
- support seniors requiring enhanced supports at home and in their communities;
- support seniors living independently in the community; and,
- support seniors who require intensive supports.

For more information, see the Ontario government's [news release](#) or view the full [action plan](#).

AMO Contact: Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416.971.9856 ext. 329.

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Lisa Slomke

From: Township of Alberton <alberton@jam21.net>
Sent: Thursday, October 19, 2017 5:37 PM
To: 'Brandy Coulson'; Lisa Slomke; Township of LaVallee; Bridget Foster; Peggy Johnson; townshipofmorley@gmail.com; lakeofthewoodstwp@tbaytel.net; rainyriver@tbaytel.net
Cc: 'Dave Coats'; ehoskins.mpp@liberal.ola.org
Subject: Township of Alberton Resolution 2017-164 requesting improvement to Needle Exchange Program (NEP)
Attachments: Alberton Resolution 2017-164 seeking NEP Improvements.pdf

Good afternoon, Everyone:

Attached is a copy of Resolution 2017-164 passed by Council for the Township of Alberton on July 12, 2017, which is being provided to all municipalities in the Rainy River District and to the Rainy River District Municipal Association for endorsement and support, and to the Medical Officer of Health at the Northwestern Health Unit and the Minister of Health and Long-Term Care for support and action.

If you have any questions or comments for Council, please do not hesitate to contact me.

Dawn

Dawn Hayes, CMO
 CAO/Clerk-Treasurer, CEMC
 Township of Alberton
 RR #1 – B2
 3 Highway 611 South
 Fort Frances, Ontario
 P9A 3M2
 Phone: (807)274-6053
 Fax: (807)274-8449
 Email: alberton@jam21.net

The content of this communication is confidential and intended only for the use of the party/parties to whom it is addressed and may not be disseminated without the permission of the sender. If you have received this communication in error, please notify me by email or telephone, and delete or destroy all copies of it. Thank you.



THE CORPORATION OF THE TOWNSHIP OF ALBERTON

Session Date: July 12, 2017

Resolution No.: 2017-164

Moved By: [Signature]

Seconded By: [Signature]

BE IT RESOLVED THAT:

WHEREAS the Needle Exchange Program (NEP) is a part of the Northwestern Health Unit's *Harm Reduction Program*, which harm reduction strategy provides sterile and clean equipment to people who use drugs in order to decrease the spread of blood-borne infections, such as Hepatitis B and C, and HIV, among people who use drugs;

AND WHEREAS, according to the NWHU website, the premise behind the NEP is that helping to keep people who use drugs healthy keeps our community healthy and increases the likelihood that individual will seek treatment;

AND WHEREAS a detrimental by-product of the NEP as administered is that public places and spaces throughout our communities – including schools, roadways and parks where children play and families gather – are being littered with used needles, thereby putting the health and safety of our residents is put at risk, as well as the health and safety of employees who are required to clean such sites as well as those who take time and initiative to collect discarded needles and trash for proper disposal;

AND WHEREAS, while Council acknowledges the transmission rate from a needle stick is extremely low, it does not condone educating students about what needles are and what they are used for as early as Junior Kindergarten or Senior Kindergarten;

AND WHEREAS private methadone programs delivered by Ontario Addiction Treatment Centres have failed to restore the health and well-being of methadone program participants;

NOW THEREFORE Council for the Township of Albion hereby seeks to have the Northwestern Health Unit protect the health and safety of our communities at large, as well as those who participate in its harm reduction programs, by requiring NEP participants to return used or dirty needles to the dispensary site in order for them to acquire new clean needles in exchange;

AND FURTHER THAT the current program be modified to include the closing of all private clinics and the locating of methadone centers in hospitals where proper supplementary health services can be readily arranged, including access to laboratories, counselling services, clinic appointment access for birth control and for other health conditions related to substance abuse;

AND FURTHER THAT sharps containers be required to be available in restrooms in all public buildings, as well as in restrooms of businesses where public access to restrooms is permitted, to provide easy access to same for appropriate and safe disposal of needles;

AND FURTHER THAT a copy of this resolution be circulated to the Medical Officer of Health at the Northwestern Health Unit, to the Minister of Health and Long-Term Care, to all Rainy River District municipalities and the Rainy River District Municipal Association for support.

Pecuniary Interest	Recorded Vote	Council Member	Nay	Yea
		HAMMOND, Mike		
		FORD, Mike		
		JOHNSON, Jennifer		
		SPUZAK, Peter		
		WOODS, Wayne		

[Signature]
REEVE

CARRIED: ☒

DEFEATED: ☐



210 First Street North
Kenora, ON P9N 2K4

October 31, 2017

Dear Mayor, Council and Clerks:

We have received a copy of the Resolution 2017-164 which was passed by the Township of Albertain in July 2017. Gillian Lunny who is the Manager of Sexual Health and Harm Reduction will be attending an upcoming Council meeting to address this Council's concerns, to provide information on current local work, and to engage in open dialogue and idea generation.

If your Council is interested in having a presentation or education session on any of our Harm Reduction programs please don't hesitate to contact Gillian Lunny – glunny@nwhu.on.ca or (807) 468-3147 x3340.

For more information on the Northwestern Health Unit Harm Reduction programs please visit <https://www.nwhu.on.ca/ourservices/DrugAndAlcoholUse/Pages/HarmReduction.aspx> . Our FAQ is also available at <https://www.nwhu.on.ca/Pages/NWHU-needle-exchange-program.aspx> .

Sincerely,

Dr. Kit Young Hoon, MBBS, MPH, MSc, FRCPC
Medical Officer of Health
kyounghoon@nwhu.on.ca

C: Gillian Lunny, NWHU
Dr. Eric Hoskins, Minster – Health and Long-Term Care

Lisa Slomke

From: Hardeman, Ernie <ernie.hardeman@pc.ola.org>
Sent: Friday, October 20, 2017 8:22 AM
To: Lisa Slomke
Subject: Recognizing Local Government Week

I would like to wish you a happy Local Government Week. Earlier this week in the legislature, I made a statement regarding Local Government Week and how important our municipal partners are to the province. I was happy to have the opportunity to recognize all the work you do to provide the services your constituents need. Here is the link to my statement if you are interested in viewing it: <https://www.youtube.com/watch?v=wobXjDoviEc>

I have also included the statement below.

As the Critic for Municipal Affairs and a former councillor, mayor, and warden, I know how important our municipalities are and the critical role they play in our democracy. I continue to bring forward municipal concerns to the government and push them to reduce costs and burdens for our municipalities.

Thank you again for all you do and as always, if I can be of assistance, please don't hesitate to contact me.

Sincerely,

Ernie Hardeman, MPP Oxford
 PC Critic for Municipal Affairs and Housing

Local Government Week

Mr. Ernie Hardeman: This week is Local Government Week, and I'm pleased to rise today to applaud all of the mayors, councillors and employees across Ontario's 444 municipalities and the work they do to provide services to their communities. As the critic for municipal affairs, I am proud to work with our local government partners to ensure that policies work for them and help them do their jobs effectively and efficiently.

Municipalities are a mature level of government and are an essential part of our democracy. It's important that we work together with municipalities to deliver services by reducing the costs and burdens placed on our local governments. They need reliability and consistency from the provincial government to help them plan into the future and build thriving communities. The services we access every day are often provided by our dedicated, hard-working municipal employees. Municipalities maintain the roads we drive on, protect our neighbourhoods, provide the water we drink, and build a spirit of community through recreational programs.

I would like to thank our thousands of local elected officials and municipal employees in diverse roles, from engineering, public health and emergency services to public works, human resources and licensing. These community-minded professionals ensure that our municipalities are attractive places for residents and businesses to live, play, operate and grow.

I would like to wish all our municipalities a happy Local Government Week. But local government doesn't just matter for one week; it matters every week.

Ministry of Northern Development
and Mines

Office of the Minister

99 Wellesley Street West
Whitney Block, Room 5630
Toronto ON M7A 1W3
Tel.: 416 327-0633
Fax: 416 327-0665

Ministère du Développement du Nord
et des Mines

Bureau du ministre

99, rue Wellesley Ouest
Édifice Whitney, bureau 5630
Toronto ON M7A 1W3
Tél. : 416 327-0633
Téléc. : 416 327-0665



OCT 20 2017

His Worship Roy Avis
Mayor
Town of Fort Frances
320 Portage Avenue
Fort Frances ON P9A 3P9



MNDM4676MC-2017-326

Dear Mayor Avis: *Roy*

I am pleased that Mr. Joe Dickson, my Parliamentary Assistant and ministry staff met with you and delegates from the Town of Fort Frances at the Association of Municipalities of Ontario Conference on August 15, 2017, in Ottawa.

As Minister of Northern Development and Mines, your input and knowledge of Northern Ontario municipal matters are important to me. Certainly, Mr. Dickson and ministry staff appreciated having the opportunity to hear your thoughts and concerns regarding the appointment of a permanent sitting court judge for the Rainy River District courts; the railway right-of-way tax-rate adjustment; Connecting Links funding; the Enhanced Sustainable Forest License Program; the potential sale and restart of operations at the idled Resolute Forest Products pulp and paper mill; as well as the shortage of physicians in your community. Ministry staff were also pleased to receive an update on the progress made on the market square.

Our government is committed to working with municipalities, Indigenous communities, and local industries of the North to take advantage of emerging opportunities for jobs and growth, while addressing the unique challenges facing the North.

I encourage you to work with Ms. Leanne Mose, Northern Development Officer in my ministry's Fort Frances office. She would be pleased to assist you with information about the programs of the Northern Ontario Heritage Fund Corporation, as well as other applicable Ontario government programs and initiatives available. Ministry staff can also help you get in touch with other provincial ministries, as may be required. You can reach Ms. Mose by telephone at 807-274-5320 or by email at leanne.mose@ontario.ca.

Once again, thank you for sharing your thoughts and concerns. In closing, please accept my best wishes.

Sincerely,

Michael Gravelle
Minister of Northern Development and Mines

Kathy Lawson

From: Hon. Glenn Thibeault <energy@ontario.ca>
Sent: October-26-17 11:04 AM
To: Roy Avis
Subject: Letter from the Minister of Energy

Ministry of Energy

Office of the Minister

4th Floor, Hearst Block
 900 Bay Street
 Toronto ON M7A 2E1
 Tel.: 416-327-6758
 Fax: 416-327-6754

Ministère de l'Énergie

Bureau du ministre

4e étage, édifice Hearst
 900, rue Bay
 Toronto ON M7A 2E1
 Tél. : 416 327-6758
 Téléc. : 416 327-6754



October 26, 2017

His Worship Roy Avis
 Mayor
 Town of Fort Frances
 ravis@fort-frances.com

Dear Mayor Avis:

As you may be aware, Ontario recently completed a comprehensive review of its energy plans for the future. I am pleased to inform you of the release of Ontario's 2017 Long-Term Energy Plan (LTEP), Delivering Fairness and Choice.

The release of Delivering Fairness and Choice follows the most extensive set of consultations and engagements ever undertaken by the Ministry of Energy. This included consultations and engagements with stakeholders, municipalities, Indigenous communities and the general public. Hundreds came to the 17 open houses that were held across the province, and we engaged with representatives of over 100 different First Nation and Métis organizations and communities. The ministry also received over 1,500 submissions through the Environmental Registry, and over 2,500 submissions through the online Talks Tool, as well as other channels.

In written submissions and at meetings, we heard that affordability is a top priority and that Ontarians wanted more control and choice over how they use and pay for electricity. Delivering Fairness and Choice is committed to giving customers more choices in their energy use and will strive to make energy more affordable. Our plan

ensures that Ontarians and their families continue to be at the centre of everything we do.

Ontario's Energy Supply Mix

Since 2003, nearly \$70 billion has been invested in Ontario's electricity system. These investments have several benefits, including providing a clean, reliable electricity system. Combined with the shutdown of coal-fired generation, this has led to a significant transformation in our province's generation mix.

In 2016, non-emitting sources accounted for more than 90 per cent of all generation in Ontario, with emitting sources accounting for less than 10 per cent. This is a significant change compared to 2003, when power from emitting sources made up one-third of our generation mix.

The 2017 LTEP recognizes that fuels are an important component of the province's economy and Ontario is committed to decarbonizing the fuels sector. Ontario's cap and trade program, as well as initiatives in the Climate Change Action Plan, will support the transition from conventional fuels to renewable and lower-carbon sources. The government will continue to undertake modelling and analysis to identify opportunities to decarbonize the fuels sector consistent with the provincial target of reducing greenhouse gas (GHG) emissions by 37 per cent from 1990 levels in 2030.

While there is currently an adequate supply of electricity, a shortfall in capacity is expected beginning in the early-to-mid 2020s due to the shutdown of the Pickering nuclear generating station and refurbishment outages at the Darlington and Bruce nuclear generating stations. Ontario is moving forward with plans to refurbish ten nuclear units at Darlington and Bruce. The refurbishments will secure 9,800 megawatts of affordable, reliable and emission-free generation capacity over the long-term while creating billions of dollars in economic activity and thousands of jobs in communities across Ontario. Darlington Unit 2 refurbishment is off to a great start and is on track to be complete on time and on budget. Ontario will continue to exercise strict oversight of nuclear refurbishments and ensure they provide value for ratepayers.

The need for additional capacity will be met through actions under the Independent Electricity System Operator's Market Renewal initiative, which will redesign the province's electricity markets and is expected to save up to \$5.2 billion between 2021 and 2030. On the whole, we are moving away from relying on long-term electricity contracts and are enhancing the market-based approach to reduce electricity supply costs and increase flexibility.

Through the Canadian Energy Strategy (CES), Ontario is working with other provinces and territories to enhance the ways energy is produced, moved and used in Canada to maximize the social, environmental and economic benefits that flow from the energy sector. Ontario supports maintaining the CES as a central mechanism for provincial/territorial energy collaboration and as a means to continue to advance common energy priorities under the direction of Canada's Premiers.

Energy Prices

Our success in building a clean and reliable electricity system means we can maintain our focus on helping Ontarians and their families. Over the last several years, electricity prices have increased too much, too quickly, and that's why we took strong and decisive action in launching Ontario's Fair Hydro Plan.

Ontario's Fair Hydro Plan reduces electricity bills for residential consumers by an average of 25 per cent and will hold increases to the rate of inflation for four years. As many as half a million small businesses and farms are also benefitting from the reduction. Lower-income Ontarians and those living in eligible rural and Northern communities are receiving even greater reductions, as much as 40 to 50 per cent.

Thanks to Ontario's Fair Hydro Plan, as well as a number of other measures aimed at reducing costs, the 2017 LTEP residential price outlook remains below the 2013 LTEP's outlook for the forecast period.

Ontario's Commitment to Conservation and Energy Efficiency

Conservation and energy efficiency are a growing part of our everyday lives and they require a sustained commitment to achieve savings over the long term. Ontario will continue to provide a variety of conservation and demand management programs for homes and businesses, and will strengthen its commitment to conservation by:

- driving toward its long-term target of electricity savings target of 30 terawatt hours of electricity in 2032, which will help offset almost all forecast growth in electricity demand;
- regularly assessing the achievable potential for energy conservation, considering initiatives under Ontario's Climate Change Action Plan, and exploring how to further integrate conservation and new Green Ontario Fund programs;
- continuing to set advanced efficiency standards for products and appliances, and to explore setting or updating energy efficiency standards for key electrical equipment in drinking water and wastewater treatment plants;
- further enabling demand response resources to compete with other resources through the transition to a capacity auction;
- encouraging local distribution companies to pursue energy efficiency on their distribution systems, such as through measures that reduce line losses or optimize voltage, to achieve customer electricity and cost savings; and
- expanding Green Button provincewide, so consumers can share their energy data with apps and energy management tools of their choice, which can help them identify conservation and energy efficiency opportunities.

Responding to Climate Change

Ontario is taking a leading role in the global fight against climate change. In 2014, Ontario eliminated coal-fired generation and now our electricity system is 90 per cent free of emissions that cause climate change. Thanks to our investments in cleaner generation, our electricity sector is forecast to only account for about two per cent of Ontario's total GHG emissions in 2017, and the emissions are forecast to be more than 80 per cent below 1990 levels.

Ontario's clean and reliable electricity system gives the province a strong foundation on which to pursue increased electrification, including the use of more electric vehicles. We will:

- use proceeds from the province's cap and trade program to help Ontarians shift away from GHG emitting fuels that cause climate change and reduce their energy consumption;
- continue to work with industry partners to introduce renewable natural gas into the province's natural gas supply and expand the use of lower-carbon fuels for transportation; and,
- strengthen the ability of the energy industry to anticipate the effects of climate change and integrate its impacts into its operational and infrastructure planning.

The Climate Change Action Plan and cap and trade program form the backbone of Ontario's strategy to cut GHG emissions to 15 per cent below 1990 levels by 2020, 37 per cent by 2030, and 80 per cent by 2050. The cap and trade program – which came into effect on January 1, 2017 – is a flexible, market-based program that sets an annual cap for GHG emissions, with the targets becoming more stringent over time. The cap will be lowered each year to enable Ontario to meet its GHG reduction targets. Cap and trade proceeds are being invested in a transparent and accountable way back into projects that fight climate change.

Together, cap and trade and Market Renewal initiatives can help to ensure electricity sector emissions in Ontario remain well below historical levels, while also helping to meet our climate change and GHG reduction commitments.

Innovation in the Energy Sector

Digitization is changing the way that global industries do business. It's faster, more efficient, costs less, and can quickly be adapted to the needs of users and customers.

The digital transformation in the electricity sector is already underway. Ontario was one of the first jurisdictions in the world to universally deploy smart meters, which are the basic foundation for a truly modern distribution system. We have taken important steps to build on this foundation through the Smart Grid Fund, which has supported 38 projects that are testing the full range of next-generation digital technologies.

However, we're at a critical juncture in Ontario. It's clear that there are barriers getting in the way of grid modernization, and the LTEP is taking bold steps to overcome these barriers. The goal is to create the right environment for utilities to innovate and invest in smart technologies that will improve efficiency, lower costs and provide customers more choice.

This type of innovation will enable electricity sector participants and customers to make the best use of other game-changing technologies, like energy storage, distributed generation and electric mobility. The government will also take steps to remove barriers standing in the way of these particular technologies, paving the way for further innovation in the electricity sector.

To support these efforts, the Smart Grid Fund will also be renewed and

enhanced. This program has helped set Ontario apart as an international innovation leader. By continuing to invest in energy innovation, we are creating skilled jobs and economic growth, while at the same time demonstrating and deploying intelligent solutions that will make our electricity system work better. The proposed International Energy Demonstration Fund has the potential to complement these efforts by helping local innovators to diversify to new markets internationally.

These disruptive technologies will impact the traditional electric utility business model, changing the ways in which utilities and energy regulators think about how to provide value to customers. The evolution of Ontario's utility sector will be supported by the work of the Ontario Energy Board, which will be enhancing its efforts to encourage greater productivity, efficiency, and accountability in regulated utilities. This includes by encouraging new partnerships between utilities to share services and explore new business opportunities.

Ontario is working with the Ontario Energy Board (OEB) to provide customers greater choice in their electricity price plans. Innovative Time-of-Use pilots are now underway in select LDC service areas, and results will help guide OEB decisions on potential new price plans that could give customers greater control, be better matched to their lifestyles and help improve system efficiency.

The net metering framework is being enhanced to give customers new ways to participate in renewable energy generation and to reduce their electricity bills. These enhancements include proposing legislative and regulatory amendments that would allow third-party providers to own and operate net-metered renewable generation systems. We are also supporting innovative renewable distributed generation demonstration projects, including virtual net metering, to help us better understand how clean generation can be integrated intelligently to solve current and future grid issues.

I hope you enjoy reading Delivering Fairness and Choice. This plan represents Ontario's commitment to keeping electricity rates affordable while maintaining a safe, clean, modern and reliable electricity system that will benefit all Ontarians.

To view a complete copy of Delivering Fairness and Choice, please visit www.ontario.ca/energyplan.

I look forward to continuing to work with you to implement Ontario's new Long-Term Energy Plan.

Sincerely,

A handwritten signature in blue ink, appearing to be 'L. Ho', with a long horizontal line extending to the right.

Glenn Thibeault
Minister

Confidentiality: If you have received this email in error, please advise us through the Ministry of Energy website at www.energy.gov.on.ca/en/contact-us/ and destroy all copies of this message. Thank you.

Confidentialité : Si vous avez reçu ce courriel par erreur, veuillez nous en informer par le biais du site Web du ministère de l'Énergie, au www.energy.gov.on.ca/fr/contact-us/ et détruire toutes les copies du présent message. Nous vous remercions.

Ministry of Finance
Office of the Minister

Ministère des Finances
Bureau du ministre



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Toronto ON M7A 1Y7
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October 27, 2017

Dear Heads of Municipal Councils:

In April 2017, the federal government introduced legislation to legalize and regulate non-medical cannabis across Canada, and has firmly stated its intention to have the legislation in force by July 2018.

In response to the federal legalization of cannabis, the Government of Ontario announced, on September 8, 2017, a safe and sensible framework to govern the lawful use and retail distribution of non-medical cannabis as a carefully controlled substance within the province of Ontario.

As part of this framework, our government is proposing to retail cannabis through a government-operated Crown Corporation, as a subsidiary of the Liquor Control Board of Ontario (LCBO). This approach would meet the standards of control and social responsibility that Ontarians expect, while responding to consumer demand and displacing the illegal market.

Under the proposed approach, the retail and distribution system would include an online province-wide sales channel by July 2018 and up to 150 stand-alone stores by the end of 2020, starting with 40 by July 2018 and rising to 80 within the first year. This proposed retail system would sell cannabis and cannabis-related items only, not alcohol.

Our proposed approach is to build on the expertise and back-office capabilities of the LCBO to set up the Crown Corporation. Our priority is to reduce the illegal market by building on our strengths to create an efficient and secure system for people across the province.

Engagement with Ontario Municipalities

Our government acknowledges that municipalities are critical partners in provincial efforts to retail and distribute cannabis in communities across the province. We recognize that many municipalities have questions regarding the legal retail and distribution of cannabis and how municipalities will be involved going forward.

.../cont'd

- 2 -

Since the announcement on September 8th, staff from the Ministry of Finance, Ministry of the Attorney General, Ministry of Municipal Affairs, and other partner ministries have engaged with municipalities through the Association of Municipalities of Ontario (AMO) on topics of interest to municipalities, including the retail model, enforcement and places of use. The input received to date has been valuable to informing the continued development of our approach and we look forward to ongoing discussions.

I would like to thank the municipalities that have engaged with our government to date, particularly those municipalities who participated on the conference call Minister Naqvi and I held with Mayors following the announcement, as well as, those municipalities participating on the AMO's Marijuana Task Force. I understand that there have already been several productive consultation sessions with AMO since our announcement.

I am writing you today to outline our government's approach to continuing to engage with municipalities on how retail stores may be located in advance of July 2018.

As we move forward with preparations to implement the proposed retail and distribution system, Ministry of Finance staff, together with the LCBO, will begin direct engagement with municipalities on how stores may be located for July 2018. We are proposing that the LCBO partner with impacted municipalities in advance of launch to ensure that input from municipalities can be provided directly to the LCBO and local community interests can be heard.

Identification of Municipalities for Initial Stores

To ensure Ontario's readiness for the federal government's deadline of July 2018, Ministry of Finance and the LCBO have begun identifying municipalities under consideration for initial stores. Municipalities will be identified in stages. This will support ongoing engagement with municipal staff in these affected municipalities and phase efforts to search for store sites.

Two primary considerations will be used to guide the identification of municipalities where stores will be located: first, to achieve geographic distribution of stores across the province; and second, to reduce the number of illegal stores, including dispensaries, currently operating in Ontario.

As municipalities are identified, letters from the Ministry of Finance will be sent to the municipal Clerk or CAO of each identified municipality. Ministry of Finance staff will also work to notify Heads of Councils in identified municipalities in advance of these letters and will work with these municipalities to continue an open dialogue to ensure that council's perspectives are considered. The letters will request meetings between municipal staff, Ministry of Finance staff and the LCBO to discuss the guidelines and a process for siting stores, how the LCBO will address local concerns, and municipal

.../cont'd

- 3 -

interests in siting. This will serve as the beginning of the partnership between municipalities and LCBO. Municipalities selected for initial stores will also be transparently identified on a website maintained by the LCBO: <http://www.lcbocannabisupdates.com/>. This website is expected to be launched today, October 27, 2017 and will be updated in coming weeks as the first group of letters are sent to the municipal Clerks/CAO's notifying them the LCBO intends to locate an initial store in their municipality. The LCBO will continue to update this website on a regular basis as additional municipalities are notified of the intention to locate stores in their municipality.

Guidelines and Process for Siting of Cannabis Retail Stores

Informed by consultations with AMO, proposed guidelines and a process for siting stores are being developed. The LCBO would utilize guidelines to identify specific store locations with the objectives of ensuring that youth are protected and addressing the illegal market. This includes ensuring stores are not located in close proximity to schools. Ministry of Finance staff and the LCBO are keen to meet with municipalities directly to discuss the proposed guidelines and ensure that local interests are being appropriately taken into account.

The LCBO would utilize a public notification process to inform the public that a specific store location has been identified in their community. As part of this process, the LCBO will provide information to the public that outlines the store's operations and how local impacts would be mitigated.

This notification process will also provide an opportunity for public questions and concerns on specific store sites to be submitted directly to the LCBO. More details of this process will be shared with municipal staff through the planned direct engagement.

Province-wide Online Sales Channel

Alongside the roll-out of stores, the LCBO will be implementing a province-wide online sales channel for cannabis beginning July 2018. As with retail stores, this online channel will be carefully controlled and include important social responsibility measures. It will also help meet the demand for legal cannabis access in all parts of the province.

As we establish a new legal retail system for cannabis, it is critical that we do so with the objectives of protecting our youth and addressing the illegal market. I look forward to ongoing dialogue with AMO and with municipalities as we take the next steps in implementing this important initiative.

.../cont'd

- 4 -

I welcome your support in ensuring an open and productive partnership with our government, the LCBO and your municipality as we continue to prepare for federal legalization of cannabis in July 2018.

Where municipal staff may require assistance, please contact:

Nicole Stewart
Executive Lead – Cannabis Retail Implementation Project
Ontario Ministry of Finance
Nicole.Stewart@ontario.ca
416-325-1593

Sincerely,



Charles Sousa
Minister

- c: Yasir Naqvi, Attorney General of Ontario
- Bill Mauro, Minister of Municipal Affairs
- Lynn Dollin, President, Association of Municipalities of Ontario
- Penny Lipsett, Chair (Acting), LCBO
- George Soleas, President and Chief Executive Officer, LCBO
- Scott Thompson, Deputy Minister, Ontario Ministry of Finance
- Municipal Clerks/CAOs

.../cont'd



Industry Canada

FedNor

244 Lincoln Street
Thunder Bay, Ontario
P7B 5L2

Industrie Canada

FedNor

244, rue Lincoln
Thunder Bay (Ontario)
P7B 5L2

October 30, 2017



Mr. Roy Avis
The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances ON P9A 3P9

Dear Mr. Avis:

RE: Change in FedNor Officer

With the addition of two new employees, we have restructured officer responsibilities to enhance our level of service within the region.

I am pleased to inform you that effective immediately Jeffrey O'Brien of our Thunder Bay office will now be assigned The Corporation of the Town of Fort Frances files. Jeffrey has been briefed on your current projects and will be contacting you in the near future. He can be reached at 844-805-8730 or by email to Jeffrey.Obrien2@Canada.ca.

We do not anticipate any disruption to service due to this change as the Officers are working closely to ensure a smooth transition. If you have any questions or concerns, please feel free to contact me at 807-766-1819 or the officer at the above number.

Regards,

Katherine Turner
Program Delivery Manager, Northwest
FedNor

Fort Frances Museum & Cultural Centre



October 2017



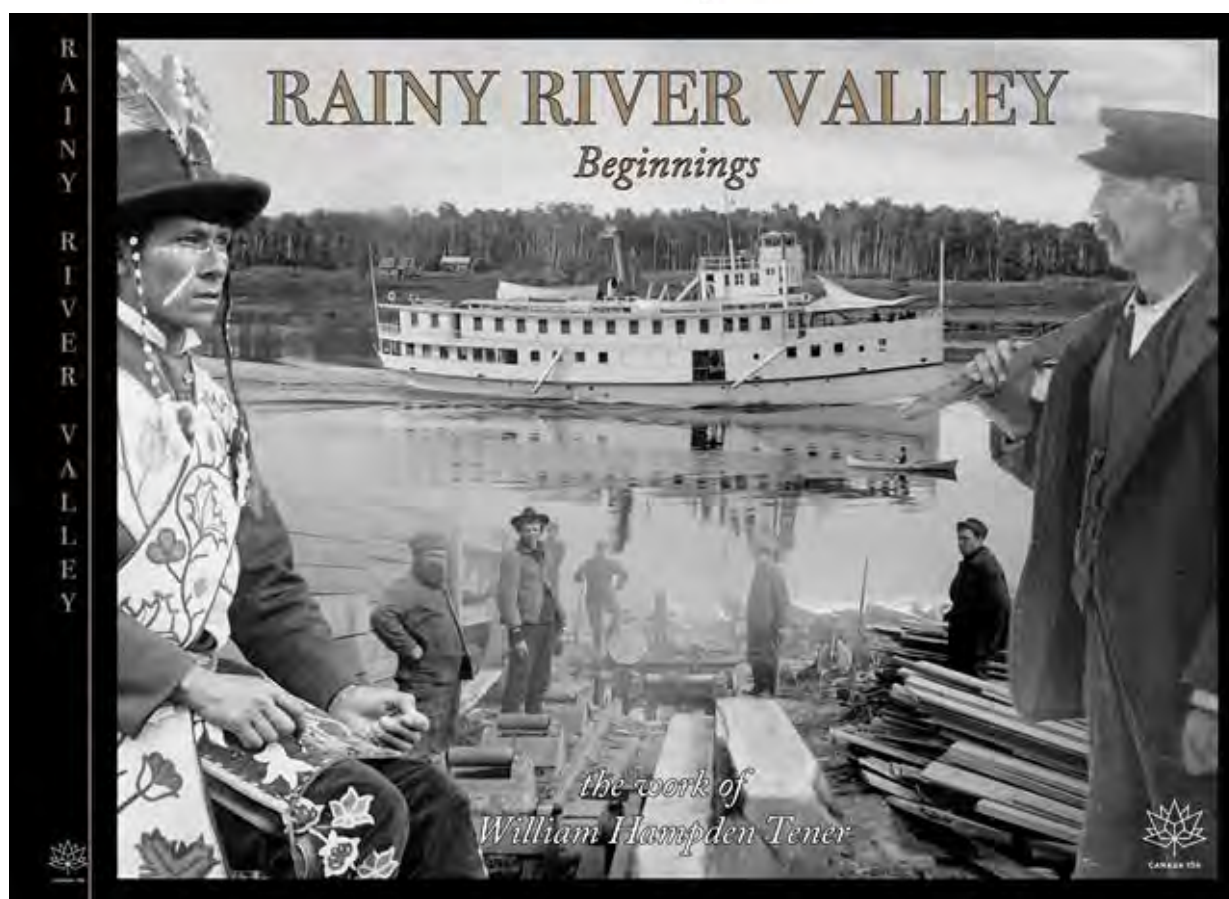
259 Scott Street
Fort Frances, ON P9A 1G8
807 274-7891

Fax: 807 274-4103

www.fort-frances.com/museum

sgeorge@fortfrances.ca

Find us on Facebook!



William Hampden Tener (Tenner)

The William Hampden Tener photo book! Great quality, important history!

Photo book has gone to press and will be available in a couple of weeks, just in time for Christmas giving. If you wish to reserve a copy, stop in at the museum, or give us a call. Only \$25 each.

We thank key players: **Merv Ahrens**, local author and historian, for compiling the photos and editing text, **Rosanne Farmer** at the Times for her considerable expertise as we go to press, and summer student **Cameron Cawston**, for his help with photographs and for putting together the cover image above. Thanks also to everyone who shared their recollections of Tener, his home and community.

Museum Upgrades

Replacement of our roof is now complete. We still plan to build a ramp in the courtyard that will bypass the stairs, and combine the two small washrooms in the foyer into one large, accessible washroom.

These projects have been made possible due to funding received through the Canada 150 initiative. Trillium, through the provincial government, will fund half (\$77,000); FedNor, a federal body, will fund the other half (\$69,300).



*Thank you to both levels of government,
and to Trillium and FedNor
for financial assistance!*



Canada 150 Souvenir Line

For those who have been waiting, our tote bags have finally arrived! This concludes our order. These quality souvenirs, available only through museums and art galleries, are very attractive, and well made... and once gone, that's it! If you're looking to mark Canada's 150th birthday, Christmas buying has begun, which means supplies won't last long.

Our souvenir line includes the ball cap, shot glass and book mark in one design (showing a stylized Canada goose and polar bear), and umbrellas, bone china mugs, and totes in the iconic Canadian images design similar to those on the box of chocolates.



Prices: (Canadian Iconic Images)

Chocolates: \$14; Umbrellas: \$35; China Mugs: \$25; Totes: \$10

Prices: (Canada goose/polar bear design)

Baseball cap: \$20; Shot glasses: \$7.50; Book marks: \$12

Lauren Hyatt, (master in drama) employed through the generous support of the Northern Ontario Heritage Fund Corporation, has concluded her internship with us as of September 30th.

Hired as the *Events & Programming Coordinator* over a year ago, Lauren was key to setting up our interactive programming initiative in our permanent gallery space, and has had the lead role in all other programming over the past year. She has formed important programming partnerships with a number of community groups, overseen our art workshops, led our open studios for children and families, and is now treasurer/secretary for our Friends of the Museum fundraising group.

And yes, you have seen her at the museum in the last few weeks as she continues to volunteer her time, helping us to set up auction items for our Owandem fundraiser and preparing for our Fall Gala.

Thank you, Lauren, for an awesome job! You've not only accomplished some amazing things at the museum, but it's clear that you truly care about our community and what's next for our cultural centre.

We wish you the very best for your future and truly hope it includes pursuing a career in our community.



SAVING THE OWANDEM!

WANTED

...bidders for our silent auction event!

Everything must go! View, select, bid! It's as easy as that!

Come for **FINAL DRAW EVENT Saturday, October 28, 3 p.m!** at the Museum.

Refreshments will be served!

DONATED TREASURES INCLUDE:

Famous artists: Norval Morrisseau, Robert KaKay Geesick, Okima Kisnik, others;
Ducks Unlimited numbered art pieces: R.Clifton and R.Capriola; known local artists:
Peter Spuzak, Wayne Yerxa, Signe Green, Millie Eide Gludu, Delorus Beach;
framed north country scenes; collectors' plates by Hummel, Norman Rockwell;
miscellaneous items: glass and brass lamps, Royal Albert bone china,
clocks, centennial throw, collectibles, items too numerous to list.

Don't miss your chance to buy fabulous decorative pieces!

HURRY DOWN THIS TUESDAY—SATURDAY, 11- 4 TO PLACE BIDS!

Please pass the word; the more bids, the more funds raised!

The tug received a lift with the help of the George Armstrong Co., then moved to Devlin, where it will undergo needed sandblasting and painting at Mark Faragher's shop.



Seen below
Up for bid
at the gala:
 adult-sized
 Nutcracker,
 courtesy of our
 own talented
 duo, Caren
 and Eric
 Fagerdahl!



Friends of the Fort Frances Museum Present

Novemberfest

Beer . Wine . Cheese . Hors d'Oeuvres .
 Live Music . Auctions . Games

Sixth Annual
 Wine & Cheese Fundraiser



Thursday, November 2nd, 2017

6:30 pm to 9:30 pm

Fort Frances Museum & Cultural Centre

Featured Exhibition:
 150 Years of Costumes - Costume Museum of Canada

Limited tickets available at your local museum and From The Grind Up

Advance: \$30 | Door: \$35

Exhibits—Fashion 150

To finish up our sesquicentennial year, we're bringing in ten outfits from the Costume Museum of Canada. These will depict fashion over the past 150 years.

To round out our exhibit, we're including another 20 or so selections from the wardrobe of well known local resident B.E. June Smith. June has always been smartly dressed. A venerated senior, she has owned more than a few iconic pieces that well represented fashion in our corner of the world.

On display during November and December, this is a fun exhibit that also teaches us how fashion changed to better suit the needs of the world, in particular, the needs of women in the workforce.

Art Workshops!

Most adult classes are full. Still a few spots in fused glass Christmas ornaments led by Cher Pruys on Nov 18.

Open Studios for children and families usually run the last Saturday of each month, 1 - 4 p.m. but November's class will be pushed back to Dec 2; naturally this will include a Christmas theme. Open studios are drop-in sessions, so depending on your child and your schedule. \$2 per child, or \$5 maximum family rate. Sessions include a planned activity, but also supplies to allow your child to explore his creative side.

Reminder: These classes have been subsidized with funding from **Friends of the Museum who help pay for artist's fees, advertising and snacks! So please be generous to Friends fundraising efforts!*

Newspaper Digitization

This winter, through the generous donation of an anonymous donor, the museum will proceed with digitizing the Times weeklies and Daily Bulletins.

This is a paid position that will last for 16 weeks approximately. Work involves photographing news-papers using an engineered set-up and labeling computer images. Although care must be taken when handling sometimes fragile copies, work is not difficult and training will be provided.

As most work will take place in the back room, hours can be flexible. If interested, please contact Sherry at the Museum at 274-7891.

Collecting Residents' Stories

Through the assistance of volunteer, Sandra Brunetta, we are working on collecting our residents' personal histories. Please note that this process is not just for our well-known citizens. Only by gathering the stories of our general public can we have a good understanding of what life was like for everyone.

If you haven't yet asked your parents or grandparents for their personal histories, please do so. Don't forget yourself! To get you started, we have prepared a list of questions that can be downloaded from our website, or picked up at the museum, ...*and please share a copy with us!*

Calendar of Events

Oct 28: **Keep it Hanging Around** - fundraiser for **Owandem** concludes - 3 p.m. sharp!

Thurs Nov 2, 6:30-9:30 — **Friends Gala**. *Did someone say beer?!* Tickets \$30 each or \$35 at the door.

Writers Group every 2nd Wed, 6:30. Back door entrance. New members welcome.

Adult and children's arts programming continues most Saturdays.

Nov/Dec — **Fashion 150**, Costume Museum of Canada, our own B.E. June Smith!

In the new year, 2018, the **museum celebrates 40 years!**

Off-season hours: Tues - Sat, 11 - 4. Admission by donation.

Interested in volunteering? We're looking for someone (or group) who would like to decorate for the season or events. Call Sherry at 274-7891.

TOWN OF FORT FRANCESMINUTESSESSION NO. # 58October 17, 2017

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on October 17th, 2017 from 12:07 p.m. to 12:17 p.m.

PRESENT: Councillor K. Perry, Chair; Councillor W. Brunetta and Councillor G. P. Ryan

ALSO PRESENT: D. Brown, CAO, L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer and K. Lawson, Secretary

REGRETS: Mayor R. Avis

1. **Call to Order - 12:07 p.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - None identified.**
3. **Disclosure of pecuniary interest and the general nature thereof - None identified.**
4. **Approval of Previous Committee Minutes**

4.1 Session No. 57 dated October 3rd, 2017.

Brunetta-Ryan: Approved as presented.

CARRIED

5. **Items Referred from Council**

- 5.1 CUPE Local 65 Retirement Dinner and Dance Request.
- Committee approved recommending that the Town contribute promotional items for attendance draws to the Retirement Planning Committee for CUPE 65 for their annual Retirement Dinner and Dance - November 18th, 2017.
- 5.2 Royal Canadian Legion Manitoba/NW Ontario Command Advertising.
- Committee approved recommending supporting the advertisement request from the Royal Canadian Legion Manitoba/NW Ontario Command by placing a 1/10m (Business Card) size advertisement in the "Military Service Recognition Book".

6. **New Business**

- 6.1 Consumer Price Index (CPI) Increase for 2018 User Fees.
- Committee approved recommending that Division Managers be directed to affect a 1.5% user fee increase for 2018, reflective of the Ontario Consumer Price Index inflationary increase, for Executive Committee review the week of November 6th to 10th, 2017.
- 6.2 Request for Reconsideration Minutes of Settlement (M.O.S.) re: 412 Scott Street (2017; 509 Victoria Avenue (2017); 213 Second Street East (2017); and 1014 Scott Street (2017).
- Committee approved recommending receiving the Minutes of Settlement for properties located at 412 Scott Street; 509 Victoria Avenue; 213 Second Street East and 1014 Scott Street for the 2017 taxation year.

7. **Non-agenda Items - None identified.**

8. **Information**

- 8.1 Town of Fort Frances General Fund (Operating) for the Nine Months Ending September 30, 2017.
- Committee received as information.
- 8.2 Town of Fort Frances Water and Sewer Fund (Operating) Summary for the Nine Months Ending September 30, 2017.
- Committee received as information.
- 8.3 2017 Capital Budget vs Actual Financial Statement as at September 30, 2017.
- Committee received as information.

9. Adjourn 12:17 p.m. / Next Meeting Date - November 7, 2017

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. # 053October 16, 2017

The meeting of Community Services Executive Committee of the Town of Fort Frances was held at the Sister Kennedy Centre on October 16, 2017 from 10:30 a.m. to 11:46 a.m.

PRESENT: Wendy Brunetta - Chairperson, John Albanese - Councillor, Doug Kitowski- Councillor, Roy Avis - Mayor, Doug Brown - CAO, Jason Kabel - Community Services Division Manager

1 CALL TO ORDER (Session # 053)

The meeting was called to order by chair, W. Brunetta at 10:47 a.m.

2 APPROVAL OF AGENDA (Call for non-agenda items)

Approved without revision.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - September 18, 2017

- Approved as circulated

5 ITEMS REFERRED FROM COUNCIL

5.1 Request Revisions to Municipal Alcohol Policy - Letter dated September 20, 2017 from Nelson Medicine Professional Corporation - There was much discussion on the revision of the Municipal Alcohol Policy (MAP) and the impact that it will have on other requests before the Town regarding alcohol use at Memorial Sports Centre. The projected timeline of for a draft revision of the (MAP) is December 2017.

6 NEW BUSINESS

6.1 Graffiti at Skate Park - The Community Services Executive Committee recommends to Council to endorse the management plan for the graffiti at the skate park as follows:

1. Clean or paint over any indecent or offensive markings as soon as possible.
2. Schedule removal of any innocuous markings in the regular course of maintenance.

Purchase a portable surveillance camera that can be used as necessary on site during high incidence of graffiti in the community.

- 6.2 Sister Kennedy Centre - Fitness Programs - The Community Services Division recommends to endorse a fitness user fee of \$20/session for activities offered 2 days/week and \$10/session for activities offered 1 day/week at the Sister Kennedy Centre.

7 NON-AGENDA ITEMS

NIL

8 INFORMATION

Next Meeting Date - November 6, 2017

9 CLOSING

There being no further matters before the committee at this time, the meeting was closed by W. Brunetta at 11:46 a.m.

W. Brunetta, Executive Committee Chair

J. Kabel, Manager of Community Services

TOWN OF FORT FRANCESMINUTESSESSION NO. #014October 18, 2017

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on October 18, 2017 from 8:30 a.m. to 10:30 a.m.

PRESENT: Ken Perry, June Caul, Chairperson, Doug Brown, CAO and Travis Rob.

ALSO PRESENT: Mayor Roy Avis, Norris Piccinato and Ray Watson (8:30 a.m. to 8:51 a.m. and Crystal Yen (8:45 a.m. to 9:45 a.m.)

1. Call to Order

The meeting was called to order at 8:30 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

None

3. Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on October 4, 2017 - the minutes were approved as circulated.

4. Non-agenda Items

None

5. Items Referred from Council

5.1 Request dated September 8, 2017 from the Royal Canadian Legion - Maintenance Services for the Lane Along the Legion - a lengthy discussion on the lane was had. The Town will investigate the liabilities involved. An agreement will be drafted to establish ongoing responsibilities. (Ray Watson, Norris Piccinato were in attendance from 8:30 a.m. to 8:51 a.m.)

6. New Business

6.1 Church Street Sanitary Sewer Study - the study report was received for consideration.

6.2 Asset Management Roadmap Project Update - Crystal gave a project update which was received. (Crystal was in attendance from 8:45 a.m. to 9:55 a.m.)

- 6.3 September 2017 Drinking Water Systems Monthly Summary Report- the report was received.

7. Information

- 7.1 Fort Frances Wastewater Treatment Facility September 2017 Monthly Report - the administration report was received and will be forwarded to Council as information only. No action required.
- 7.2 Aircraft Statistics as of October 10, 2017 - the aircraft statistics were received and will be forwarded to Council as information only. No action required.
- 7.3 2017 Tonnage at the Landfill Site - updated October 10, 2017 - the Landfill Stats were received and will be forwarded to Council as information only. No action required.
- 7.4 Sewer & Water Data for 2017 - updated October 10, 2017 - the Sewer and Water Data was received and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

The meeting was adjourned at 10:30 a.m.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

Richard Boileau -Chair McTaggart	P	Chamber of Commerce Representative Jennifer Soderholm	P
Ed Gackley Flinthouse	A	RRFDC – Geoff Gillon	A
Jennifer Horton Curvy Chick	P	John Albanese – Town Councillor Town of Fort Frances	P
Scott Krienke-Turvery Ink Spotz Apparel	P	Shelley Wepruk Secretary	P
Marie Therese Metke Pharmsave	A		
Doug Cuthbertson Northwoods	P		
Pat Gartshore Gartch's International Pub	P		
Kim Nicholson Emes Financial	P		



1.Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Richard Boileau opened the meeting. The meeting was called to order at 7:58 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted.

2. Approval of Minutes

B.I.A Board of Management Meeting – 13 September 2017

Copies of the minutes from the 16 August, 2017 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Pat Gartshore/Scott Krinke-Turvery
TO accept the minutes presented of 12 July 2017 as adjusted
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 Doug Cuthbertson/Scott Krienke-Turvey
TO accept the total payable for April in the amount of \$753.03
No against or abstentions
CARRIED

Board of Management Meeting –13 September 2017
Page 1 of 3

4. BUSINESS ARISING FROM THE MINUTES

Finance and Administration Committee

1. Still under budget
2. Kim checking re commitment to Rainy Lake Square

Promotions Committee

1. Moonlight Madness – Thursday 26 October
2. Girl's Night-out – Friday 16 November
3. Black Friday – Friday 24 November
4. Notices to be sent out to General Membership
5. No new promotions at this time
6. Santa parade will be possibly be in the evening on 2 December 2017

Maintenance Committee

1. Baskets need to come down. Richard will be talking to the Power Corp. Winter baskets will be red & gold. Jen is gathering products for them. Would like baskets to be up the week of 13 November, 2017
2. Sidewalks look great.

Chamber of Commerce

1. Business after hour to be held on 15 September. Open to members only. Guest speaker will be Minister of Energy. Emo Chamber has also been invited.
2. Pasta cook-off to be held on 27 September at the arena. Lakers will be running cake roulette.

New Committee

1. Nothing New

OLD BUSINESS

1. Map – on hold
2. HOPC – nothing new
3. Calendar of Events – Nothing New
4. Market Thursdays – seems to be feast or famine – 1 vendor or 8 vendors!!
5. Back of Signs – no report
6. Social Media - Jen is a contest: Guess who's store front

7. Scott Street Construction – Richard talked to town re safety and closing off streets to traffic. The also left their garbage everywhere. Need more supervision next project. We will be talking to Travis Robb before construction begins.

NEW BUSINESS

1. Market Square
2. Chamber Rep. – Kim is willing to let her name stand. Letter to Jen re nomination to be sent.
3. Disband the B.I.A. – suggestion was made but after discussion was held, it was decided against. Suggestion made to join the Ontario B.I.A. Association.

Setting of Next Board Meeting

Motion # 4: Jen Horton

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 18 October, 2017 at 8 a.m. at the board office.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Meeting closed at 8:50 am.